

# Molayem Declaration

## Exhibit A

**Auction:**Fine Jewelry Must "Sell or Melt"

**Auction House:**Overstock Auctions

Terms and Conditions established by Jewelry Overstock Auctions (JOA) for all auctions.

### **CONDITIONS OF SALE**

Participating and or bidding in this auction means that you acknowledge that you (Buyer) are in complete agreement with all Terms and Conditions of this auction sale as described herein. The following Terms and Conditions of Sale constitute Jewelry Overstock Auctions and the Consignor's (if applicable) full and complete agreement with the Buyer relative to the property listed in this auction. All contents of this auction can be amended exclusively by JOA either by the posting of notices or by oral announcements made during the sale. The property will be offered by JOA unless it is indicated otherwise. As a prerequisite to participating in this auction, you acknowledge that you are bound by these terms and conditions including but not limited to the following:

### **BUYER'S PREMIUM**

All items are subject to a 15% Buyer's Premium. The Buyer's Premium is a fee traditionally charged by auction houses on the sale of fine goods. It is added to the winning bid price and is paid by the buyer as part of the total sale price. More specifically, auctioneers collect a premium to pay for their services (e.g. hosting a live auction event, advertising, authenticity guarantees, storage, and handling of merchandise).

### **PAYMENT METHODS**

All payments must be made through PayPal. All major credit cards and e-checks are accepted through PayPal only. We are sorry but no personal checks, money orders or cashiers checks are accepted. When you are ready, click on the "Check Out Now" button located in the ad description so we may process your order. You must make sure that your current e-mail address is the same e-mail address that is registered in your 'My eBay Preferences/Personal Information Page' to ensure proper communication. If you have Filters/Spam blockers, you may not receive communications from us and we may not be able to process your order.

### **NON-PAYING BIDDERS**

JOA must receive payment within 7 days of the end of auction. If payment is not received within the 7 days, you will be in default and your right to the item(s) will automatically be forfeited. JOA will then file a Non-Paying Bidder Alert to eBay (which will result in you being suspended indefinitely from eBay) if we do not receive payment by the eighth day after the end of the auction. You must notify us of any special circumstances that would delay you from meeting our payment policy requirements. **SALES TAX** Unless exempted by law, the Buyer is required to pay California State Sales Tax of 8.25% (if located within California) and any compensating use tax of another state, and/or any federal luxury or other tax, on the total purchase price including the Buyer's premium (if any). Sales tax can only be avoided if Buyer furnishes AO a valid resale permit or if the merchandise is shipped out of the State of California.

### **REFUND AND RETURNS POLICY**

We are proud to have an unconditional, 'no hassle-no questions asked' 7-day money back guarantee. Should you not be satisfied with your merchandise for any reason, you may return it within 7 days after receipt and receive a refund less all shipping & handling, insurance and a 10% restocking fee. NO EXCEPTIONS. To receive a refund you must return your merchandise to us at the address on your packing slip/receipt within 7 days after you receive it. You must properly pack the merchandise and include the original jewelry gift pouch, jewelry tag, copy of the receipt and gemological report (if applicable). We must be able to track merchandise being returned. Merchandise must be returned via USPS, UPS, or FedEx, and it must be insured. Merchandise must be returned undamaged and in its original condition. We will generally issue a refund within 10 BUSINESS DAYS (excluding weekends & holidays) after we receive the returned merchandise.

\*update: Items being returned for return/refund/exchange now require an RA number. RA number are issued at [www.hotjewelryauctions.com](http://www.hotjewelryauctions.com), under the Returns/Refund/Exch. link. Items being returned w/o RA numbers visibly written on the box will be refused. Restocking fees, shipping fees, insurance fees, 15% buyer's premiums are not refunded. However, returns for credit/exchange may have the restocking fees (only) waived.

### **SHIPPING & HANDLING**

To estimate the shipping costs, please click on the shipping rate calculator in any of our ads. We can combine orders for you if you check-out at one time within a 5 day period. Insurance will be included for all shipments. We are not responsible for any items that are lost, damaged or stolen while in transit. If you have any questions about insurance & shipping costs, please contact us before bidding. Please provide us with a physical residential or business address for delivery. Your item(s) ship within 7 to 10 business days (excluding weekends & holidays) after you complete the 'check out' process and your payment is confirmed. Once your item is sent, you will receive a shipment confirmation and tracking number.

### **DISPUTE RESOLUTION**

Should a dispute occur between JOA and Buyer (the parties) that cannot be resolved, then the parties agree to the rules, regulations and procedures of the dispute resolution described below and agree to the following procedures for Resolution of the Dispute: If either party alleges that the other party is in default under this agreement, then the dispute or allegation shall be submitted for Binding resolution to In House Attorneys, P.C. in the City of Los Angeles, California. Each party shall simply present their own case (limited to a maximum of one hour for each party) to In House Attorneys, P.C., excluding witnesses, expert witnesses and attorneys. The parties agree and acknowledge that they are completely waiving their rights to have the dispute heard in a conventional manner including the use of attorneys, arbitration, mediation and any civil court in California having jurisdiction over the dispute. Any award determined by In House Attorneys, P.C. shall be binding and the prevailing party shall be awarded full reimbursement of its actual paid fees in connection with the dispute for the dispute remedy listed herein.

**FEEDBACK**

It is unreasonable for anyone to leave Negative Feedback considering that we have a "No Hassle-No Questions Asked" return & refund policy. Our reputation and your Complete Satisfaction are extremely important to us. "Positive Feedback" is always encouraged and greatly appreciated. If you leave us Positive Feedback, we will promptly provide you the same. Negative or Neutral Feedback is highly discouraged. If you are not satisfied with your purchase, please return it for a refund as per our return policy. Further, please allow us the opportunity to remedy any adverse situation. If you provide us with Negative or Neutral Feedback, you will automatically receive the same in return if we disagree. Our aim is to 'find a happy resolution' rather than resort to negative comments against each other. Please review eBay's Feedback Rules before resorting to leaving negative feedback. We expect that if you participate in our auction you will adhere to all of our terms conditions, conditions, rules and policies.

**FEEDBACK DISPUTE RESOLUTION**

If you leave Negative or Neutral Feedback against us and we do not agree, then you automatically and irrevocably agree to consent to Square Trade or eBay's feedback removal service to mediate the disputed Negative or Neutral Feedback, with the final result rendered by Square Trade or eBay being binding between the parties. If you fail to consent to Square Trade or eBay to mediate your disputed Negative or Neutral Feedback against us, then you are automatically in default per the terms of this agreement and you automatically and irrevocably authorize and instruct (without any written or verbal instructions) for Square Trade or eBay to remove your negative feedback against us. Your failure to respond to Overstock Auctions, eBay or Square Trades communications to you via Fax, U.S. Mail, email or verbally either in person or by telephone requesting your participation to the mediation confirms your default and your full and irrevocable authorization for Square Trade or eBay to remove the Negative Feedback. For more information on Square Trade, please click here: <http://www.squaretrade.com/> Defamation, Slander & Libel claims made against us through posting Negative Feedback or other methods shall be resolved as per one or more of the Dispute Resolution remedies listed below.

**DESCRIPTION OF LOTS**

JOA IS NOT A JEWELRY STORE and JOA does not provide any gemological evaluation and/or analysis of mounted or un-mounted stones, finished or unfinished jewelry. JOA solely relies on the item descriptions provided by its Consignor's and Gemological Laboratories. Item descriptions only represent an average material use by the Consignor(s), Gemological Laboratories and in no way or case shall JOA or its Consigner(s), Gemological Laboratories be held responsible for any inaccuracies or differences which could occur by examination of the item by other Gemological Laboratories or other experts in the field of grading gemstones and jewelry. JOA or its Consignor(s) are not responsible for errors and omissions in the description, glossary, or any supplemental material. The descriptions and any amendments thereto reflect JOA's Consignor's sole opinion of the item(s) being auctioned. All property is sold AS IS without any representations or warranties by JOA as to merchantability, fitness for a particular purpose, the correctness of the information or other description of the physical

condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any property and no statement anywhere, whether oral or written, whether made in the auction ad, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation or assumption of liability. JOA makes no representations and warranties, express or implied, as to whether the Buyer acquires any copyrights, including but not limited to, any reproduction rights in any property. JOA is not responsible for errors and omissions in the description, glossary, or any supplemental material. Written and oral descriptions are JOA's consignor's sole opinions and should in no way be considered as a guarantee of any kind whatsoever, including but not limited to, the age, condition, description of materials or any other feature of item(s) being sold. We only offer Refunds as described in the Refund Return Policy paragraph above. All sales shall be considered final. No statement written or oral made by JOA shall be deemed a warranty or assumption of liability by JOA or its consignor(s). All images shown are for identification purposes only and are not intended to represent the actual item(s), color or clarity of the item being auctioned. Multiples of the same item(s) may be auctioned with the same photo(s) and the item(s) may vary in appearance. JOA disclaims responsibility for, and prospective Buyers should solely not rely upon the details identifying metals, gemstones, weights, sizes, quality, condition or authenticity of any lot described or condition report. Buyers shall note that some natural gemstones may be processed by a variety of different techniques, including but not limited to, treatments using oil, heat, dyes and resins which offer an enhanced appearance. JOA will provide Buyers any available gemological certificates in JOA's possession. The item descriptions should, but may not necessarily state, whether these techniques have been used, and JOA makes no representations or warranties, express or implied, as to whether any natural stones have been treated.

### **ESTIMATES**

The replacement values quoted are for insurance purposes only and shall not be considered as the actual value of the item. Please remember that jewelry/gemstone evaluation, analysis and appraisals are extremely subjective, and therefore an estimate of the insurance replacement value may vary from one appraiser to another and such a variance does not necessarily constitute an error on the part of any appraiser. Diamonds and Colored Stones are generally graded only as mounting permits observation. The weight of Diamonds and Colored Stones are estimated by formula and may not be completely accurate. Buyer assumes all risk in purchasing any item(s) auctioned by JOA. JOA shall not be responsible for any claims or disputes arising from any item described herein and JOA, its employees, members, agents and/or affiliates shall not be liable for any loss, damage or expense for any error in or omission arising from any information provided herein. JOA has made no representation or warranty in connection with any item(s) described herein.

### **VERIFICATION**

It is the responsibility of prospective bidders to verify property before bidding to determine its condition. Your bidding will implicitly acknowledge that you have verified the items to your satisfaction or that you have chosen not to verify them prior to bidding



and agree to accept the item (without objections) that you are bidding on. If you are uncertain about any item being auctioned, we strongly recommend that you e-mail us for more detailed information prior to bidding. If you are still uncertain about the item after contacting us, please refrain from bidding.

### **WITHDRAWAL**

We reserve the right to withdraw any property prior to the end of the sale and shall have no liability whatsoever for such withdrawal.

### **BIDDING**

JOA reserves the right to accept or reject any bid for any reason whatsoever. The highest bidder acknowledged will be the actual Buyer. Should a dispute arise between bidders, or in the event of doubt on JOA's part as to the validity of any bid, JOA will have the exclusive final discretion to determine the successful bidder, cancel the sale, or to re-offer and resell the item in dispute and are not responsible for any errors or omissions in connection therewith. All absentee bids collected in-house will be place on your behalf as Floor Bids. Floor bidders need not be present. Absentee bids collected through Ebay will appear as internet bids. Bids will be place by floor auctioneer up to melt-value of the item. JOA shall be the sole arbitrator in case of any disputed bid.

### **RULES**

Should any dispute occurs between bidders, JOA reserves the exclusive right to cancel the auction and immediately re-list the item up for bid. JOA's sole discretion shall be binding upon all bidders. JOA reserves the right to group multiple lots together and prior to bidding, withdraw any lot from the sale. The highest bidder acknowledged by JOA shall be the Buyer except in the case where the bid is held by the reserve. JOA may accept or reject any bid amount at its sole discretion. JOA reserves the sole right to refuse to honor any bid that is not submitted in good faith or supported by references to the satisfaction of JOA. Buyer personally guarantees the payment of the item(s) for this sale. If JOA deems that the Buyer is in default, JOA may, in its sole discretion either cancel the sale of the lot(s) and retain as liquidated damages all of the funds paid by Buyer to JOA and/or resell the lot(s) in any matter necessary by JOA. JOA may be a consignor of this sale. JOA reserves the right to add or withdraw items to or from the auction at any time prior to or after the auction without notice even if buyer has already paid for the item (if the item is paid for by Buyer and withdrawn by JOA, then JOA shall provide a complete refund to Buyer). Buyer agrees to hold JOA harmless from any and all liability arising from JOA, its appointed officials, members, employees, auctioneer, the company and its agent and employees, the event organizers, sponsors and or volunteers in connection with this auction.

### **LIMITATION OF LIABILITY**

Our liability to a Buyer will not in any case exceed the purchase price actually paid for an item. JOA shall not be liable for any breach or default of a consignor. JOA's liability for any breach, or act or omission cannot exceed the purchase price actually paid by the

Buyer, and JOA shall not have any liability under any circumstances for special, indirect, incidental or consequential damages (including for loss of profits or revenue, costs of obtaining alternative property, claims of customers of Buyer or otherwise), whether in contract, tort, negligence, strict liability, or otherwise, arising out of, resulting from or in any way relating to the item or its purchase, sale, delivery or non-delivery, or the acts or omissions of JOA or JOA's agents, representatives, officers, members, managers, directors, employees and/or affiliates.

#### **SEVERABILITY**

If any provision or portion thereof of the Conditions of Sale shall be void, unlawful or unenforceable under applicable law, that provision or portion thereof shall be deemed deleted and severed from the remaining provisions, and shall not affect the enforceability or validity of any of the remaining provisions.

#### **NO ASSIGNMENT**

Absent written consent from JOA, Buyers may not assign their rights or any of their obligations relating to an auction or other sale by JOA. Any assignment without JOA's written consent will be void.

#### **COMPLETE AGREEMENT AND BINDING AGREEMENT**

The Terms and Conditions (which for all purposes include the Conditions of Sale) contain all of the provisions applicable to the agreement between JOA, on the one hand, and each bidder and Buyer, on the other, with respect to the subject matter of the Terms and Conditions. The provisions of the Terms and Conditions supersede and extinguish all other agreements, representations or understandings, whether prior or contemporaneous, oral or written, between the parties concerning that subject matter. These Terms and Conditions shall be binding on Buyer's heirs, beneficiaries, executors, and successors and permitted assigns.

#### **CONTRACT MODIFICATIONS AND WAIVER**

These Terms and Conditions may not be changed, unless JOA agrees in writing. A waiver shall not be effective unless it is in writing and signed by the party alleged to have given the waiver. A waiver on one occasion by JOA shall not be a waiver on any other or future occasion or affect JOA's right to insist on strict performance of all other provisions.

#### **CONTACT INFORMATION**

Customer Service [support@hotjewelryauctions.com](mailto:support@hotjewelryauctions.com)

Conflict Diamonds are sold by rebel movements to fund military campaigns in their region. Non-voting members of the World Diamond Council, together with the Jewelers of America, have worked with the United Nations, government bodies, commercial interests and civil society to introduce a workable system for the certification of the source of uncut diamonds. This system, known as the Kimberley Process, was formally adopted in November 2002 and was implemented on January 1, 2003.